

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

IN THE MATTER OF:

Stoneco, Inc.  
Ottawa Lake, Michigan

Respondent.

) *BD# 050399001*  
) Docket No. 5-CAA-98-005  
)  
) Proceeding to Assess  
) Administrative Penalty  
) under Section 113(d) of the  
) Clean Air Act,  
) 42 U.S.C. § 7413

CONSENT AGREEMENT AND CONSENT ORDER

WHEREAS, Complainant, the Director, Air and Radiation  
Division, United States Environmental Protection Agency,  
Region 5, ("EPA") and Respondent, Stoneco, Inc. ("Stoneco"), the  
Parties herein, wishing to settle all matters pertaining to this  
case, and having consented to the entry of this Consent Agreement  
and Consent Order ("CACO"); NOW, THEREFORE, before the taking of  
any testimony, without an adjudication of any issues of law or  
fact herein, or an admission of liability or any specific  
question of fact or law by Respondent, the Parties consent to the  
entry of, and agree to comply with the terms of, this CACO.

I. Preliminary Statement

1. EPA instituted this civil administrative proceeding for  
the assessment of a civil penalty pursuant to Section 113(d) of  
the Clean Air Act ("CAA" or "Act"), 42 U.S.C. § 7413(d), by  
issuing an Administrative Complaint and Notice of Proposed Order  
Assessing a Penalty ("Complaint") against Respondent on April 28,  
1998.

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REGION V

2. Respondent is the "owner and/or operator," as defined at Section 111(a)(5) of the Act, 42 U.S.C. § 7411(a)(5), of 3 belt conveyor units, at its facility located at 4715 W. Stearns Road, Ottawa Lake, Michigan.

3. The Complaint, which is fully incorporated herein by reference, alleged that Respondent operated the abovementioned belt conveyor without a Permit to install, as required by Michigan SIP R336.1202, and alleged that Respondent failed to give proper notification both prior to and after beginning operation of the conveyor units, and required an assessment of a civil penalty pursuant to Section 113(d) of the Act, 42 U.S.C. § 7413(d).

4. The Complaint proposed that Respondent be assessed a civil penalty of \$88,500, calculated in accordance with Section 113(e) of the Act, and the Clean Air Act Stationary Source Civil Penalty Policy (October 25, 1991) ("Penalty Policy"). Upon further information becoming available, Complainant recalculated the penalty amount to \$13,500.

5. Respondent filed an Answer and Request for Hearing in this matter dated May 29, 1998, responding to the allegations in the Complaint, admitting certain facts, denying certain facts, setting forth certain defenses, denying the propriety of the proposed civil penalty, and requesting a formal hearing concerning contested facts alleged in the Complaint.

6. Representatives of Complainant and Respondent have undertaken formal Alternative Dispute Resolution (ADR), through mediation pursuant to 5 U.S.C. § 571 et seq., and have discussed the violations alleged in the Complaint, the applicability of certain defenses of law and fact raised by Respondent, and the Respondent's compliance activities with respect to the overall Michigan SIP provisions.

7. As a result of information exchanged during ADR-settlement negotiations, EPA and Stoneco have agreed to enter into this CACO.

8. This CACO is issued to resolve and conclude the administrative penalty matter initiated by the EPA Complaint issued to Respondent.

## II. General Terms of Settlement

9. For purposes of this CACO, Respondent admits that EPA has jurisdiction over the matter, admits only the facts stipulated in paragraphs 1-3 and 5-8, above, or admitted in its Answer. The parties agree that settlement of this action is in the best interests of the parties and in the public interest and consent to the terms of this CACO as set forth herein. This CACO shall not be construed as an admission of liability by Respondent as to any assertion in the Complaint.

10. Respondent hereby waives its right to a judicial or administrative hearing on the Complaint or this CACO and waives any and all rights to appeal this settlement and/or CACO.

11. Respondent has provided information to Complainant regarding steps it has taken to ensure compliance with the permit requirement of the Michigan SIP.

12. Upon being notified of the violations alleged in the Complaint, Respondent cooperated with EPA to resolve the matters covered by this CACO, and has shown good faith and cooperation in resolving this matter. It is Respondent's position that it was in compliance at all times.

13. Pursuant to Section 113(e) of the Act, based on information provided by Respondent regarding the circumstances of the waiver violation cited in the Complaint, and other relevant factors, Complainant hereby agrees to recalculate and mitigate the proposed civil penalty in this case from \$88,500 to \$13,500.

14. Pursuant to Section 113(e) of the Act, and based on the foregoing, the nature of the violations alleged in the Complaint, information exchanged by the parties during ADR-negotiations, consideration of the steps Respondent took to ensure compliance, Respondent's agreement to perform a Supplemental Environmental Project ("SEP"), and other relevant factors; EPA has determined that an appropriate civil penalty to settle this action is in the amount of \$13,500, and Complainant herein accordingly hereby

further mitigates the proposed penalty amount in consideration of other settlement factors, and Respondent is hereby assessed a penalty in the amount of \$3,375.

15. Respondent agrees to the assessment of a civil penalty as provided in this CACO for the violations alleged in the Complaint.

16. Respondent agrees to perform a SEP as described in this CACO.

### III. Penalty Payment

17. Respondent shall pay the civil penalty by forwarding a cashier's or certified check, within thirty (30) calendar days after the date a copy of the fully executed CACO is mailed to Respondent, payable to the order of the "Treasurer of the United States of America" in the amount of \$3,375, to:

U.S. Environmental Protection Agency  
Region 5  
P.O. Box 70753  
Chicago, Illinois 60673

The check shall bear the case docket number 5-CAA-98-005.

18. A transmittal letter, indicating Respondent's name, complete address, and this case docket number must accompany the payment. Respondent shall send a copy of the check and transmittal letter to:

A) Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Boulevard (E-19J)  
Chicago, Illinois 60604;

- B) Michelle Farley  
Air and Radiation Division  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Boulevard (AE-17J)  
Chicago, Illinois 60604; and
- C) Tom Turner  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Boulevard (C-14J)  
Chicago, Illinois 60604.

19. Respondent's failure to timely comply with any material and substantial provision of this CACO (unless it was subject to stipulated penalty related to such noncompliance under the provisions of this CACO, or it is waived by EPA) shall render the entire unpaid portion of the mitigated penalty of \$3,375 immediately due and payable, together with all accrued interest. Such failure may also subject Respondent to a civil action pursuant to Section 113(d)(5) of the CAA, 42 U.S.C. § 7413 (d)(5), to collect any unpaid portion of the assessed penalty, together with interest, handling charges and nonpayment penalties as set forth below. In any such collection action, the validity, amount and appropriateness of this CACO or the penalty and charges assessed hereunder shall not be subject to review.

20. Late Payment Provisions. Pursuant to 42 U.S.C. § 7413(d)(5) and 31 U.S.C. § 3717, Respondent shall pay interest and penalties on debts owed to the United States and a charge to cover the costs of debt collection, including processing and

handling costs and attorneys fees. Respondent shall pay the following amounts:

- a. Interest. Any unpaid portion of the assessed penalty shall bear interest at the rate established pursuant to 26 U.S.C. § 6621(a)(2) [see 4 C.F.R. § 102.13(c)] from the date a copy of this CACO as issued is mailed to Respondent, provided, however, that no interest shall be payable on any portion of the assessed penalty that is paid within 30 days after the date a copy of this CACO is mailed to Respondent. In addition, no interest shall be payable on any portion of the assessed penalty that is suspended and deferred and is not subsequently required to be paid.
- b. Handling Charge. Pursuant to 31 U.S.C. § 3717(e)(1), a monthly handling charge of \$15 shall be paid for any month in which any portion of the assessed penalty is more than 30 days past due.
- c. Attorneys Fees, Collection Costs, Nonpayment Penalty. Pursuant to 42 U.S.C. § 7413(d)(5), should Respondent fail to pay on a timely basis the full amount of the assessed penalty, interest and handling charges, Respondent shall be liable to pay the United States' enforcement and collection expenses, including, but not limited to, attorney fees and costs incurred by the United States for collection proceedings, and a quarterly nonpayment penalty for each quarter during which such failure to pay persists. Such nonpayment penalty shall be ten percent (10%) of the aggregate amount of Respondent's outstanding or overdue penalties and nonpayment penalties accrued from the beginning of such quarter.

#### IV. Supplemental Environmental Project

21. Operation of Wheel Washing Activity. Stoneco agrees to perform the following SEP, which the parties agree is intended to secure significant environmental or public health protection and improvements. Stoneco will create, maintain and operate, a wheel washing facility at its Maumee, Ohio facility. The wheel washing eliminates a significant portion of particulate matter emissions

to the atmosphere from the Maumee, Ohio facility due to the trucks removing materials.

22. The wheel washing operation is more specifically described in Attachment 1.

23. Respondent estimates that the SEP will appreciably reduce particulate emissions from haul truck traffic exiting the facility.

24. Respondent anticipates that it will continue to utilize the wheel washing operation for its entire useful life (estimated at three years), and agrees to maintain the operation in good working order and to continuously utilize it during facility operations until at least August 31, 2002.

25. Respondent certifies that purchase of parts for, creation and maintenance of this wheel washing operation, along with associated care and maintenance of equipment, and personnel time will cost approximately \$32,500.

26. Respondent hereby certifies that, to the best of its knowledge, it was not or is not required to perform or develop the SEP by any Federal, State or local law or regulation; nor is Respondent required to perform or develop the SEP by agreement, grant or as injunctive relief in this or any other case. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.



27. SEP Plan Respondent has submitted a SEP Plan to EPA, attached as Attachment 1. The SEP Plan contains the following information:

- A. A description of the SEP to be implemented;
- B. A discussion of purposes of the SEP;
- C. A projection of costs, including copies of significant purchase orders and planning costs;
- D. A description of the environmental or public health benefits resulting from implementation of the SEP consisting of reduction of fugitive dust emissions and trackout of loose soil and gravel from the Maumee, Ohio facility.
- E. The certification from the paragraph below.

28. Malfunction/Non-Function Reporting Respondent shall send a report to EPA upon significant (over 8 hours) malfunction or non-function of the wheel washing operation through August 31, 2002. Such report shall include: 1) the number of hours that the SEP was not in operation, 2) an estimate of the particulate levels released from unwashed truck tires during such period; and 3) the report should discuss the cause for such malfunction or non-function, and describe the steps Respondent took to remedy the situation. Such reports shall be sent to EPA no later than 30 days after such malfunction or non-function begins.

29. Respondent agrees to take reasonable steps suggested by EPA to ensure that the SEP is maintained and operated as provided herein.

30. Respondent shall maintain legible copies of documentation of the underlying research and data for the documents or reports submitted to EPA pursuant to this CACO for the life of the SEP, and Respondent shall provide the documentation of any such underlying research and data to EPA within seven (7) business days after receipt of a request for such information. In all documents or reports, including, without limitation, the SEP reports, submitted to EPA pursuant to this CACO, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

31. In any statement to the general public by Respondent (whether oral or written, in print, film, or other media) making reference to the SEP, Respondent shall include the following language:

This project was undertaken voluntarily in connection with the settlement of an enforcement action taken by the United States Environmental Protection Agency under the Clean Air Act.

32. Respondent agrees that EPA, in accord with the provisions of the Clean Air Act, upon presentation of credentials, may inspect its Maumee, Ohio facility at any

reasonable time solely to confirm that the SEP is being undertaken in conformity with the representations made herein and in the SEP report. This does not preclude EPA from performing its standard inspections under Section 114 of the Act, 42 U.S.C. § 7414.

33. Stipulated Penalties Stipulated penalties shall be due and payable by Respondent to EPA according to the provisions set forth below (from the May 1, 1998 EPA Supplemental Environmental Projects Policy, at section H):

i. Except as provided in paragraph ii immediately below, if the SEP is not completed satisfactorily, a stipulated penalty of 100 percent of the amount by which the settlement penalty was mitigated by the SEP (\$10,125) will be due by Respondent payable to EPA within thirty (30) days after failure of the SEP is confirmed in writing by EPA, pursuant to the penalty payment provisions of paragraphs 17 and 18.

ii. If the SEP is not completed satisfactorily, but Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended, no stipulated penalty shall be assessed.

iii. If the SEP is satisfactorily completed, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, a stipulated penalty of 20 percent of the amount by which the settlement penalty was mitigated by the SEP (\$2025) will be due by Respondent payable to

EPA within thirty (30) days after notice in writing by EPA, pursuant to the penalty payment provisions of paragraphs 17 and 18.

iv. If the SEP is satisfactorily completed, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, no stipulated penalty shall be assessed.

The determination of whether the SEP has been satisfactorily completed (i.e., pursuant to the terms of the agreement) and whether the Respondent has made a good faith, timely effort to implement the SEP is reserved solely to the discretion of EPA, which discretion shall be exercised in a reasonable manner. It is the intent of both parties to ensure the success of the SEP project and that both parties will use good faith efforts to attempt to achieve that success.

v. For failure to submit a SEP Malfunction Report required above, Respondent shall pay a stipulated penalty in the amount of \$50 for each late day until the report is submitted.

vi. Stipulated penalties relating to the performance of or expenditures on the SEP described above shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

vii. Respondent shall pay such stipulated penalties within thirty (30) days of receipt of written demand by EPA for such penalties. Method of payment shall be, and interest and late

charges shall be paid, in accordance with the penalty payment provisions set forth above at paragraph 17.

#### V. General Provisions

34. This CACO represents a full and final settlement and satisfaction of any and all claims by EPA against Respondent, parent companies, subsidiaries, or any affiliated entities, or their officers, directors, employees or agents, arising from the Complaint. Upon payment of the agreed sum of \$3,375, EPA agrees not to take further civil judicial or administrative action against Respondent, or any persons or entities mentioned above, for the violations cited in the Complaint except to enforce the requirements of this CACO. The SEP required under this CACO is a material consideration for the execution and completion of this agreement.

35. This CACO shall not be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this CACO, or of the statutes and regulations upon which this CACO is based, or for Respondent's violation of any applicable provision of law; provided, however, that in light of the specific circumstances of this case, this Paragraph 35 shall not apply to any violation covered by Paragraph 33 of this CACO.

36. The penalty of \$3,375 specified herein shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal taxes.

37. Nothing in this CACO shall relieve Respondent of the duty to comply with all applicable provisions of the CAA and other Federal, State or local laws or statutes.

38. Nothing in this CACO shall be construed to be a ruling on, or determination of, any issue related to any Federal, State or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP under the terms of this Agreement for any purpose other than resolution of this case through this CACO.

39. Respondent shall submit all notices and reports required by this CACO by first class mail to:

Michelle Farley  
Air and Radiation Division  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Boulevard (AE-17J)  
Chicago, Illinois 60604

40. This CACO shall be binding upon all Parties to this action, and their successors and assigns. The undersigned representative of each Party to this CACO certifies that he or she is duly authorized by the Party whom he or she represents to enter into the terms and bind that Party to them.

41. If an event beyond the control of Respondent occurs which causes a delay in any of Respondent's duties under this Consent Agreement, Respondent shall promptly notify EPA by telephone, and shall within fourteen (14) business days after becoming aware of such event notify EPA in writing of the delay, the anticipated length of the delay and the cause of the delay, the measures taken by Respondent to prevent or minimize the

delay, and the timetable by which Respondent agrees to complete the delayed duties. If the parties agree that the delay is caused by circumstances beyond the reasonable control of Respondent, the time for performance of the affected duties hereunder shall be extended for a reasonably necessary period under the circumstances, and in determining whether to agree EPA shall exercise its discretion in a reasonable manner under the circumstances. Failure by Respondent to comply with the notice requirements of this paragraph, unless waived in writing by EPA, shall render this paragraph void and of no effect as to the particular event or incident involved, and constitute a waiver of the Respondent's right to request an extension of its obligation under this CACO based on such event or incident.

42. Providing that Respondent has filed all required reports, and all civil penalty and stipulated amounts due hereunder have been paid, Respondent's affirmative obligations under this CACO shall terminate on August 31, 2002. However, EPA shall retain full rights to bring any action to collect any accrued stipulated penalties under this CACO within the full time periods allowed by law, even if such run subsequent to August 31, 2002.

43. Each party shall bear its own costs, attorney fees and disbursements in this action.

44. This CACO constitutes the entire agreement between the parties.


45. Respondent and EPA agree to issuance of the accompanying Consent Order.



The foregoing Consent Agreement is Hereby Stipulated, Agreed, and Approved for Entry:

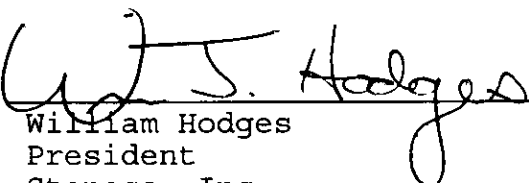
**U.S. ENVIRONMENTAL PROTECTION  
AGENCY, COMPLAINANT**

Date: 10/6/98

By:   
Stephen Rothblatt, Acting Director  
Air and Radiation Division  
U.S. Environmental Protection  
Agency, Region 5 (A-18J)  
77 West Jackson Boulevard  
Chicago, Illinois 60604-3590

**STONECO, INC. - OTTAWA LAKE, MI  
RESPONDENT**

Date: 9-28-98

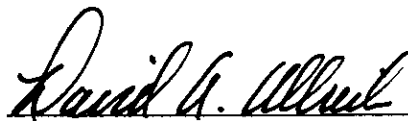
By:   
William Hodges  
President  
Stoneco, Inc.

**Consent Agreement and Consent Order**  
**Stoneco, Inc., 5-CAA-98-005**

**CONSENT ORDER**

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Consent Order. The Respondent is hereby ORDERED to comply with all of the terms of the Consent Agreement, effective immediately upon filing of this Consent Agreement and Consent Order with the Regional Hearing Clerk. This Order disposes of this matter pursuant to 40 C.F.R. § 22.18(c).

Dated: October 7, 1998

  
\_\_\_\_\_  
David A. Ullrich  
Acting Regional Administrator  
Region 5  
U.S. Environmental Protection  
Agency

CERTIFICATE OF SERVICE BD# 050 399001

I certify that on this date I caused to be deposited in the U.S. Mail, certified mail, return receipt requested, an original copy of the Consent Agreement and Final Order (CACO) to the following:

William Hodges, President  
Stoneco, Inc.  
c/o: Joseph M. Polito, Esq.  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
660 Woodward Avenue  
Detroit, Michigan 48226-3583

CERTIFIED MAIL NUMBER P 188 570 367

with cc's to:

Stephen J. McGuire  
Administrative Law Judge  
Mail Code 1900L  
United States Environmental Protection Agency  
401 M Street, S.W.  
Washington, D.C. 20460

Barbara Rosenbaum, Chief  
Air Quality Division  
Michigan Department of Environmental Quality  
P.O. Box 30260  
Lansing, Michigan 48909

Jack Larsen, District Supervisor  
Air Quality Division  
Michigan Department of Environmental Quality  
State Office Building, 4th Floor  
301 E. Louis B. Glick Highway  
Jackson, Michigan 49201

and caused the original of the CACO to be filed with:

Regional Hearing Clerk  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, Illinois 60604

10-8-98  
Date

Shanee Rucker  
Shanee Rucker, Secretary  
U.S. EPA, Region 5

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PROTECTION AGENCY  
REGION V

# **SUPPLEMENTAL ENVIRONMENTAL PROJECT PLAN STONECO, INC.**

**September 24, 1998**

## **Purpose**

The purpose of this Supplemental Environmental Project ("SEP") is to provide for pollution prevention in connection with the settlement of an administrative complaint, Docket No. 5-CAA-98-005, brought by the United States Environmental Protection Agency ("EPA"), and consistent with the Final EPA Supplemental Environmental Projects Policy, 63 Fed. Reg. 24796 (May 5, 1998) (the "EPA SEP Policy"). The SEP will consist of a wheel wash that will be installed at Stoneco, Inc.'s ("Stoneco") quarry at 1360 Ford Street, Maumee, Ohio (the "Quarry"). The wheel wash will remove dust and gravel from the wheels and tires of haul trucks before they leave the Quarry, thereby reducing fugitive dust emissions from the Quarry and the public right-of-way and diminishing the hazard of having loose soil and gravel on the public roadway.

## **Scope and Benefits of the SEP**

The wheel wash will be constructed by Gardner Corporation ("Gardner"), 821 Warehouse Road, Toledo, Ohio 43615, near the haul traffic exit at the Quarry at a quoted price of \$32,500. A copy of Gardner's quote for the project is attached as Exhibit A. A copy of a diagram of a wheel wash that was used by Gardner as the basis for the price quote is attached as Exhibit B. Although this diagram is representative of the wheel wash Gardner will construct, the engineering drawings for this particular project have not yet been completed. The Gardner price quote includes all material and labor necessary to construct the wheel wash with the exception of a pump, which, as discussed below, will be supplied by Stoneco.

The wheel wash is designed to allow haul trucks to drive into a trough of water before leaving the Quarry. The wheel wash will be approximately 16 feet wide and approximately 124 feet long. The wheel wash will be formed of reinforced concrete, including a 12" thick concrete slab. Haul trucks will be driven down a 10 feet long sloping section into a concrete lined water trough. The trough will include a 3 feet wide median in the center to ensure that the haul trucks travel in a straight line through the trough. The haul trucks will drive through water for approximately 100 feet before exiting the wheel wash by driving up a 14 feet long sloping section that will include a drain covered by heavy steel grating that will allow water and dust to drain off the trucks' wheels. Water drained from the wheel wash will be directed to the existing settling pond at the Quarry.

An average of 250 haul trucks per working day during the production season (approximately April through October) will use the wheel wash. As a result, fugitive dust emissions from the haul truck traffic exiting the Quarry will be appreciably reduced. The wheel wash will also reduce the trackout of loose soil and gravel onto the roadway outside the Quarry, thereby reducing fugitive dust emissions from the traffic on the public roadway and diminishing the hazard of having loose soil and gravel on the road.

A pump with a capacity of 100 gallons per minute will be used to supply quarry dewatering water to the wheel wash. The Gardner price quote includes supplying and installing all necessary plumbing to supply water to the wheel wash, but Stoneco will use an existing pump to move the water. The pump, therefore, is not included in the Gardner price quote.

### **The SEP Qualifies as a "Pollution Prevention" Project**

The SEP qualifies as a "pollution prevention" project under the EPA SEP Policy for the following reasons.

First, the SEP meets the definition of a "supplemental environmental project" set forth in the EPA SEP Policy. The SEP is an environmentally beneficial project in that it will improve, protect, or reduce risks to public health, or the environment at large, by reducing fugitive particulate emissions from and in the vicinity of the Quarry. The SEP benefits the public health and environment, as opposed to providing a benefit to Stoneco. The SEP is in settlement of an enforcement action in that the SEP would not be implemented except as part of a settlement of the above-referenced matter with EPA. Stoneco is not otherwise legally required to perform the SEP. *See* 63 Fed. Reg. at 24797 – 24798.

Second, the SEP is not inconsistent with any provision of the Clean Air Act, 42 U.S.C. § 7401 *et seq.* (the "CAA"), the statute involved in the above-referenced matter. 63 Fed. Reg. at 24798.

Third, the SEP advances at least one of the objectives of the CAA and there is a sufficient nexus between the alleged violations that are the subject of the above-referenced matter and the SEP. This is so because the SEP will reduce the potential adverse impacts to the public health or the environment to which the alleged violations allegedly contribute. The alleged violations relate to new source performance standards ("NSPS") under the CAA for reducing emissions of particulate matter. The SEP will reduce particulate matter emissions from and in the vicinity of the Quarry. Moreover, the SEP reduces the overall risk to public health or the environment potentially affected by the alleged violations by reducing particulate matter emissions from and in the vicinity of the Quarry. In addition, the Quarry, the location for the SEP, is within 50 miles of the Stoneco Ottawa Lake Quarry, the site of the alleged violations. *Id.*

Finally, the SEP will reduce the generation of pollution (particulate matter emissions) by reducing the amount of particulate matter otherwise being released into the environment prior to any treatment. The SEP will accomplish this by preventing dust, soil and gravel that normally adheres to haul truck tires from being released into the atmosphere in the form of fugitive dust as the haul trucks leave the Quarry. In addition, the SEP will reduce the amount of dust and gravel that is tracked out onto the public roadway by haul trucks leaving the Maumee Quarry, thereby preventing fugitive dust emissions when other vehicles drive over the tracked out dust and gravel. *See* 63 Fed. Reg. at 24799.

### **SEP Costs**

As discussed above, the cost of all labor and materials needed to construct the wheel wash, with the exception of a pump, which will be supplied by Stoneco, has been quoted by

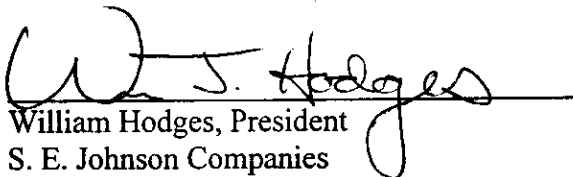
Gardner at \$32,500. See Exhibit A for a list of items included in this price quote. Stoneco estimates that the cost of care and maintenance of the wheel wash equipment will be approximately \$100 per month. Stoneco does not expect to enjoy any reduced costs or efficiency gains as a result of installing the wheel wash.

### Schedule

Stoneco will commence installation of the wheel wash by June 1, 1999 and will complete installation of the wheel wash by August 31, 1999. Stoneco will use the wheel wash for at least three years from the date of completion of installation during times that the Quarry is operating.

### Certification

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

  
William Hodges, President  
S. E. Johnson Companies

DET\_B\109035.1

# Gardner

CORPORATION

September 10, 1998

Lee Wehner  
Stonoco, Inc.  
1360 Ford St.  
Maumee, Ohio 43537

RE: Stonoco - Wheel Wash

Dear Lee:

I am writing at this time in regards to our bid submission for the above referenced item. Our price of \$32,500.00 is to be based on the following scope:

- Excavate, form and pour 248 LP of concrete wall (4' x 1").
- Supply and install all required plumbing.
- Plumbing to be speced at 100gal/min.
- Furnish and install resteel.
- Supply and install all required backfill.
- Construct 12" concrete slab (1,736 SF).
- Supply and install 6" stone subbase.
- Form and pour concrete trench drain.
- Furnish and install all required angle iron and steel grating at trench drains.
- Supply and install wire mesh reinforcement in the slab.
- We include expansion joints and sawcutting.
- We include all necessary electrical work and material to complete the task.
- Apply one coat of cure n seal.
- We will set up all permits, testing and inspection necessary for this project.

In closing, I thank you for your time and consideration on this project, and the opportunity to be of service to your firm. Should you have any questions, please contact me at your convenience.

821 WAREHOUSE DRIVE • TOLEDO, OHIO 43615 • (419) 359-0768 • FAX: (419) 382-8921

EXHIBIT A

10 14 1983

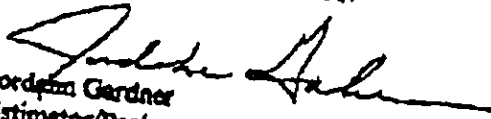
313 854 3147  
R13/EE  
FOR WORKER

P. 03

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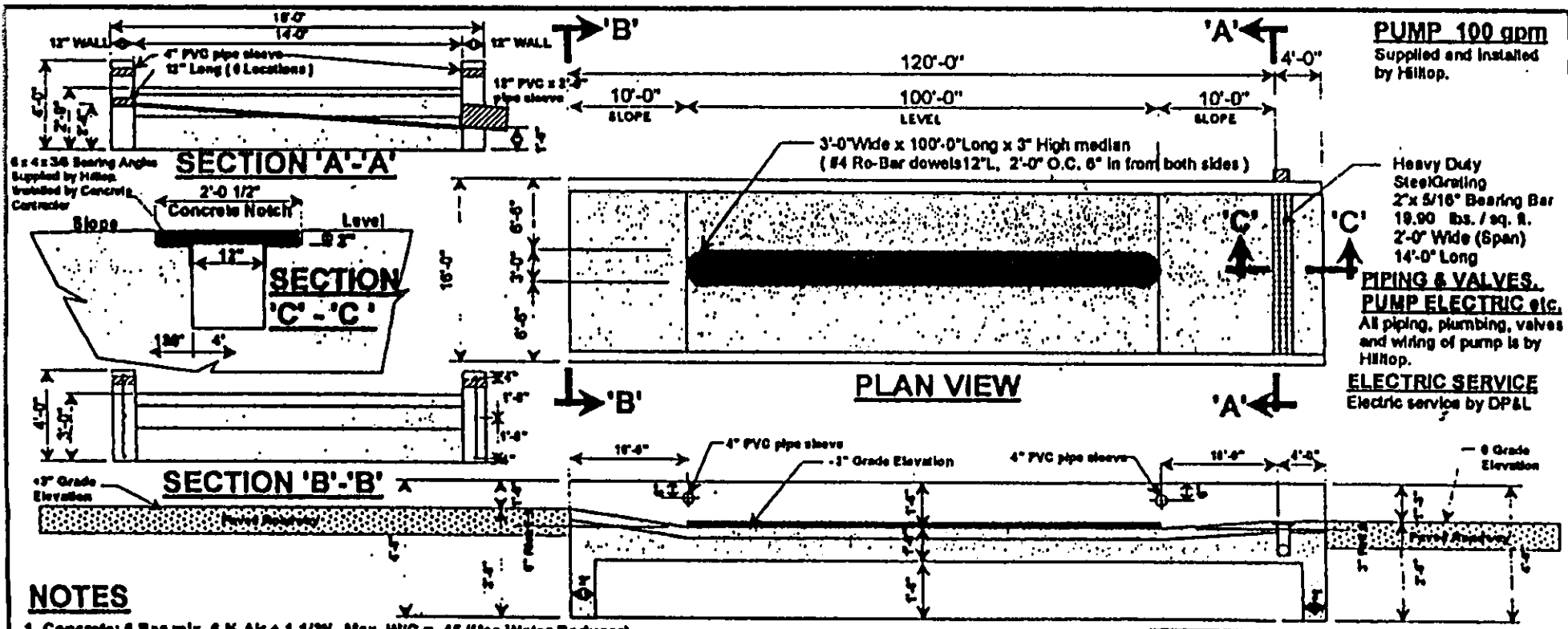
Sincerely,

GARDNER CORPORATION



Jordan Gardner  
Estimator/Project Coordinator





## NOTES

- Concrete: 6 Bag mix, 6 1/2" Air ± 1 1/2%, Max W/C = .45 (Use Water Reducer)  
2: 4"x1'x12' Sidewalks = 37 cu. yd. total, Slab = 88 cu. yd., Median = 3.3 cu. yd.  
Concrete will be paid for and ordered by Hiltop.
- Reinforcing: Use 6 x 6 - 6/8 42lb. Welded Wire Fabric 4" down from top of slab continuous throughout slab. Supplied by Concrete contractor.  
Use No. 6 Re-bar dowels 12"L, 2'-0" O.C. around perimeter of median (See PLAN VIEW)  
Use No. 6 Re-bar continuous at 4" down from top, center, and 4" up from bottom along both walls.  
Also No. 6 re-bars vertical 3'-4" long 2'-0" O.C. along both walls. (See SECTION 'B-B'). Supplied by concrete contractor.
- Expansion: Concrete contractor to cut 3" deep expansion joints 10'-0" O.C. along length of slab and wall.  
Use 3/4" expansion material between wall and slab. Supplied by Concrete contractor.
- Pipe Sleeves: All pipe sleeves supplied by Hiltop and installed by Concrete contractor.
- Excavation and FM: All excavation and FM to be done by concrete contractor. Hiltop will supply any fill material needed.
- Paved Roadways: By others.